

1 BILL NO. S-91-11-18

2 SPECIAL ORDINANCE NO. S-281-91

3 AN ORDINANCE approving Contract FOR
4 RES. #1046-88, HARRIS ROAD & W.
5 TRIKHOLME ADDITION WATER MAIN
6 EXTENSION between LAND, INC. and the
City of Fort Wayne, Indiana, in
connection with the Board of Public
Works.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
8 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract FOR RES. #1046-
10 88, HARRIS ROAD & W. TRIKHOLME ADDITION WATER MAIN
11 EXTENSION by and between LAND, INC. and the City of Fort
12 Wayne, Indiana, in connection with the Board of Public
13 Works, is hereby ratified, and affirmed and approved in
14 all respects, respectfully for:

15 2100+/-LF of 12" CL 50 Ductile Iron Water Main
16 on Harris Road from Olympia Court to
Versailles Village Place; 2235+/-LF of 6" CL
17 50 Ductile Iron Water Main on West Louisedale
from Harris Road to Prakside Drive; on
18 Sundown Lane from Harris Road to Parkside
Lane to West Louisedale Drive;

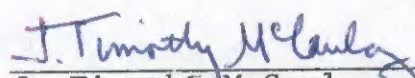
19
20 involving a total cost of Ninety-Seven Thousand Eight
21 Hundred Ninety-Five and no/100 Dollars (\$97,895.00).

22 SECTION 2. Prior Approval has been requested
23 from Common Council on OCTOBER 22, 1991. Two copies of
24 said Contract are on file with the Office of the City
25 Clerk and made available for public inspection, according
26 to law.

27 SECTION 3. That this Ordinance shall be in
28 full force and effect from and after its passage and any
29 and all necessary approval by the Mayor.

30
31 
32 Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

WATER CONSTRUCTION CONTRACT

Board Order 11-88

Resolution 1046-88

Work Order 64053

THIS CONTRACT made and entered into in triplicate this 6 day of November, 1991, by and between **LAND, INC.** herein called **CONTRACTOR**, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the **Mayor** and the **Board of Public Works and Safety**, herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

2100± LF of 12" CL 50 Ductile Iron Water Main on Harris Road from Olympia Court to Versailles Village Place;

2235± LF OF 6" Cl 50 Ductile Iron Water Main on West Louisedale from Harris Road to Parkside Drive; on Sundown Lane from Harris Road to Parkside Drive; and on Parkside Drive from Sundown Lane to West Louisedale Drive.

All according to Fort Wayne Water Utility, Drawing No.10665 , and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay **CONTRACTOR** for the performance of the contract, the unit price sum of **NINETY-SEVEN THOUSAND EIGHT HUNDRED NINETY-FIVE AND NO/100 (\$97,895.00) DOLLARS.** In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the

value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1046-88
- b. Instructions to Bidders for Resolution No. 1046-88
- c. Contractor's Proposal dated 9 October 1991
- d. Fort Wayne Engineering Department Drawing Y-10665
- e. Supplemental Specifications for Resolution No. 1046-88
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: LAND, INC.

By: Jack Braun
Jack Braun, President

CITY OF FORT WAYNE

By: _____
Paul Helmke, Mayor

~~BOARD OF PUBLIC WORKS AND SAFETY~~

By: Charles E. Layton
Charles E. Layton, Director
Public Works

By: _____
Katherine A. Carrier, Member

By: Douglas M. Lehman
Douglas M. Lehman, Director
Administration and Finance

ATTEST:

Patricia J. Crick
Patricia Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 28th day of OCTOBER, 1991, personally appeared the within named Jack Braun, who being by me first duly sworn upon his oath says that he is the President of Land, Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Joy Braun
Notary Public

JOY BRAUN
Printed Name of Notary

My Commission Expires:

JOY BRAUN
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

Resident of APR. 28, 1994 **County.**

HARRIS ROAD and WEST TRIKHOLME ADDITION WATER CONTRACT

Read the first time in full and on motion by Burns
seconded by Henry, and duly adopted, read the second time
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 11-12-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Quinn, and duly adopted, placed on its
passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 11-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 281-91
on the 26th day of November, 1991,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 27th day of November, 1991
at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of December
1991, at the hour of 8:15 o'clock A. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #1046-88, Harris Road & W.
Trixholme Addition Water Main Extension

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #1046-88, Harris Road & W.
Trixholme Addition Water Main Extension is for the following:
2100+ LF of 12" CL 50 Ductile Iron Water Main on Harris Road from Olympia
Court to Versailles Village Place; 2235+ LF of 6" CL 50 Ductile Iron
Water Main on West Louisedale from Harris Road to Parkside Drive; on
Sundown Lane from Harris Road to Parkside Drive; and on Parkside Drive
from Sundown Lane to West Louisedale Drive. Land, Inc., is the
contractor.

PRIOR APPROVAL RECEIVED 10/22/91.

EFFECT OF PASSAGE: Improved water conditions at above location.

EFFECT OF NON PASSAGE:

S-91-11-18

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$97,895.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-11-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract
FOR RES. #1046-88, HARRIS ROAD & W. TRIXHOLME ADDITION WATER
MAIN EXTENSION between LAND, INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns

Charles B. Redd

Carl Edmonds

Long

DATED: *11-26-91*

Sandra E. Kennedy
City Clerk